

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS (WORCESTER)

IN RE: ANDY TRAN Case No. 19-41555-CJP
AKA TAM TRAN Chapter 7
DBA ANDY TRAN SALON ENTERPRISES LLC

Debtor

STIPULATION

Whereas, Citizens Bank, N.A., (together with its predecessors, successors, affiliates, principals, and assigns “Movant”) is a secured creditor with respect to certain real property located at 47 Clinton Street, Framingham, Massachusetts 01702 (the “Property”);

Whereas, Debtor is delinquent on the post-petition payments owed to Movant;

Whereas, Debtor has expressed the desire to enter into a Stipulation to cure the post-petition arrearage; and

Whereas, by agreement and consent of Movant and Debtor, by and through her undersigned counsel, it is hereby:

ORDERED, ADJUDGED AND DECREED

1. That as of February 6, 2020, the post-petition arrearage owing to Movant is \$3,213.64 (the “Post-Petition Arrearage”) representing the payments due for September 2, 2018, through and inclusive of February 2, 2020, plus \$500.00, representing the agreed Attorney’s fee regarding the filing of the Motion for Relief.

2. That pursuant to the terms of the Loan Documents, all ongoing, regular monthly payments are due on the second (2ND) day of the month and that a late charge will be assessed should the monthly payment not be received by the end of the fifteenth day after the due date.

3. That for the six (6) month period commencing March 2, 2020, through and inclusive of August 2, 2020, Debtor agrees to cure the remainder of the Post-Petition Arrearage and continue to timely remit ongoing, regular monthly payments pursuant to the following payment schedule:

Payment due date	Contractual monthly payment amount	Monthly arrearage payment amount	Total monthly stipulation payment
3/02/2020	\$160.00*	\$535.60	\$695.60
4/02/2020	\$160.00*	\$535.60	\$695.60
5/02/2020	\$160.00*	\$535.60	\$695.60
6/02/2020	\$160.00*	\$535.60	\$695.60
7/02/2020	\$160.00*	\$535.60	\$695.60
8/02/2020	\$160.00*	\$535.60	\$695.60

*This is HELOC loan and the payment changes monthly.

4. That TIME IS OF THE ESSENCE IN MAKING THESE PAYMENTS.
5. That all payments hereunder shall be due and payable to Citizens Bank, N.A., and should be sent to Citizens Bank, N.A., 10561 Telegraph Road, Glen Allen, Virginia 23059, unless otherwise specified by Movant at some later date.
6. That should Debtor default under this Stipulation during the six (6) month period, commencing March 2, 2020, through and inclusive of August 2, 2020, Movant will provide Debtor's Counsel and Debtor with written notice of said default via first class mail. If after ten (10) days from the date of mailing of said notice, Debtor fails to cure said default, an Affidavit of Non-Compliance will be filed with the Court.

7. That upon the filing of an Affidavit of Non-Compliance, the Court may grant Movant relief from stay, and Movant shall be authorized to exercise its rights and remedies under the Loan Documents and under applicable law, including, without limitation, taking possession of the Property and/or foreclosing the Mortgage and bringing such actions, including eviction proceedings, as may be appropriate, pursuant to state and federal law, to proceed with foreclosure and all other remedies prayed for in the Motion.

8. THAT DEBTOR AGREES THAT AN ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362(a) MAY ENTER SHOULD HE DEFAULT ON ANY PAYMENTS REQUIRED UNDER PARAGRAPH 3, FOLLOWING THE MOVANT'S FILING OF AN AFFIDAVIT OF NON-COMPLIANCE AS TO THE STIPULATION DEFAULT.

9. That this Stipulation will expire on September 2, 2020, if all payments described above have been received by Movant.

10. That the terms of this Stipulation shall be null and void if the case is converted to a case under another Chapter of the Bankruptcy Code or if the case is dismissed.

Agreed and Consented to by:

Citizens Bank, N.A.,
By Its Attorney,

/s/ Lawson Williams, III
Lawson Williams, III, Esq. BBO 545367
Brock and Scott, PLLC
1080 Main Street, Suite 200
Pawtucket, Rhode Island 02860
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Dated: February 14, 2020

Andy Tran,
By His Attorney,

/s/ Darren J. Rillovick
Darren J. Rillovick, Esq. BBO 654073
The Law Office of Darren J. Rillovick
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(978) 430-6418 Telephone
D_rillovick@yahoo.com

Dated: February 14, 2020

CERTIFICATION OF SERVICE

The undersigned hereby certifies that copies of the Joint Motion to Approve Stipulation and accompanying Stipulation have been served upon the following parties via electronic notice or via first class mail postage prepaid, as indicated, this 14TH day of February, 2020:

VIA ELECTRONIC NOTICE:

Richard King, Esq.
Office of the U. S. Trustee
USTPRegion01.wo.ECF@USDOJ.GOV
Assistant United States Trustee

Janice Marsh, Esq.
Janicemarsh1@gmail.com
Chapter 7 Trustee

Darren J. Rillovick, Esq.
d_rillovick@yahoo.com
Debtor's Counsel

Joseph Dolben, Esq.
jdolben@mlg-defaultlaw.com
Counsel for LoanCare, LLC

VIA FIRST CLASS MAIL:

Andy Tran
47 Clinton Street
Framingham, MA 01702
Debtor

/s/ Lawson Williams, III